

Chicago and North Western
Transportation Company

RECORDATION NO. 15253-B

FILED 1425

2-294A001



OCT 20 1992 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

October 19, 1992

A-12616(A) (B) (C)

EOC: 0-070

RECORDATION NO. 15253-A

FILED 1425

OCT 20 1992 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

RE: Lease Agreement dated May 1, 1987 between Rex Leasing, Inc., and the Chicago and North Western Transportation Company Covering 704 Jumbo Covered-Hopper Cars, Recorded June 30, 1987 and assigned ICC Recordation No. 15253

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreement are the following:

- 1) Four (4) original counterparts of Amended and Restated Lease Agreement dated as of July 1, 1992 between Rex Leasing, Inc., Lessor, and Chicago and North Western Transportation Company, Lessee, covering 619 Jumbo Covered-Hopper Cars.

The names and addresses of the parties to the agreement are:

Rex Leasing, Inc.,
550 California Street
San Francisco, CA 94104

Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

- 2) Three (3) original counterparts of Amended and Restated Lease Agreement dated as of July 1, 1992 between G.E. Capital Railcar Associates, Inc., Lessor, and Chicago and North Western Transportation Company, Lessee,

Handwritten signature: Charles J. P. [illegible]

OCT 20 10 06 AM '92

Mr. Sidney Strickland, Jr.
October 19, 1992
Page 2

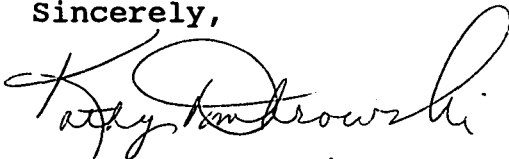
The names and addresses of the parties to the agreement are:

G.E. Capital Railcar Associates, Inc.
33 West Monroe Street
Chicago, IL 60603

Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Enclosed are two checks for \$16.00 to cover the recording fees. Please assign a sub-file recordation number for each of the filings, retain one counterpart of each filing for your records and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



K. A. Dombrowski
Assistant Secretary

Enclosures

cc: J. E. Voldseth
M. H. Shumate, Jr.
R. C. Gancarz
R. R. DeWitt
K. H. Lange
H. W. Clark III
K. D. Tucker
AA & Co. (Joe Adams)

Interstate Commerce Commission
Washington, D.C. 20423

10/20/92

OFFICE OF THE SECRETARY

K.A Dombrowski

Assistant Secretary

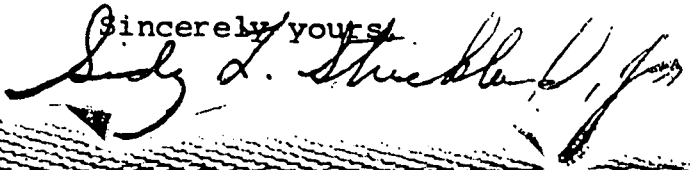
Chicago & North Western Transportation Co.

One North Western Center

Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/20/92 at 10:15am , and assigned re-recording number(s). 15253-A & 15253-B

Sincerely yours,

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

15253 A
OCT 20 1992 10:15 AM
INTERSTATE COMMERCE COMMISSION

AMENDED AND RESTATED LEASE AGREEMENT

This Lease dated as of July 1, 1992 between Rex Leasing, Inc. ("Lessor") and the Chicago and North Western Transportation Company ("CNW" or "Lessee") for 619 Jumbo Covered Hopper Cars (the "Cars").

WHEREAS, Lessor and CNW have operated under a Lease Agreement dated May 1, 1987 (the "Lease Agreement") as amended from time to time by letter agreements between Lessor and CNW; and

WHEREAS, Lessor and CNW desire to further amend said Lease Agreement and restate same so as to incorporate all amendments to said Lease Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the adequacy of which being hereby acknowledged by CNW and Lessor, it is hereby agreed as follows:

TERMS OF AGREEMENT

1. Delivery and Return of Cars Upon Termination

Cars are presently under Lease to the CNW and no delivery is presently required. Upon termination of this Lease as to any Car, Lessee shall surrender possession thereof to Lessor at the place on Lessee's trackage east of the Missouri River reasonably designated by Lessor or at a place mutually agreed upon by the parties. All Cars so returned shall be free of debris and in good operating condition, ordinary wear and tear excepted. Lessee shall further provide Lessor up to 90 days free storage on its trackage for any terminated Car in order to arrange disposal thereof, after which if disposition has not been furnished, Lessor shall be liable for storage charges of \$5 per Car per day commencing on the 91st day after the termination date of this Lease and ending on the date Lessee received disposition therefore. Upon expiration or termination of this lease, Cars shall not move off CNW lines with CNW marks unless agreed to by the CNW. Cost of remarking the Cars with new initials and numbers will be \$50 per Car if performed by CNW and shall be paid by Lessor. CNW shall have the option to either present a bill to Lessor for the cost of this remarking which Lessor shall promptly pay, or to deduct these costs from the rentals on the Cars due Lessor.

2. Term

Through and including December 31, 1995 with one-way options on the part of the CNW to cancel with written notice ninety (90) days prior to December 31, 1992 or December 31, 1994.

3. Number of Cars

619 Cars for the entire duration of this Lease with allowance for any Cars which were destroyed or become destroyed and for any Cars which were removed from Lessor's Management Agreements prior to March 14, 1988. This means that should a Car be destroyed at any time during the term of this Lease, or should a Car have been removed between May 1, 1987 and March 14, 1988, Lessor will not be required to replace same. As of July 1, 1992, 55 Cars have either been destroyed or otherwise removed from this Lease by Agreement between Lessor and CNW, as detailed on Schedule "C" hereto; therefore, there are 564 Cars subject to this Lease as set forth on Schedule "D".

4. Maintenance, Taxes and Insurance

(a) Maintenance on these Cars will be for the account of Lessor as dictated by the Interchange Rules of the AAR as owners' responsibility. All repairs considered as handling line responsibility will be for the account of the Lessee as stipulated by the Interchange Rules of the AAR. The Lessee agrees, for the benefit of the Lessor, to comply in all respects with all applicable laws of jurisdiction in which the cars may be operated, with the Interchange Rules and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Cars, to the extent that such laws and rules affect the title, operation or use of the Cars. In the event that, prior to the expiration of this Lease, such laws or rules require the alteration of the Cars or in case any equipment or appliances on any Car shall be required to be changed or replaced, or in case any additional or other equipment or appliances is required to be installed on such Car in order to comply with such laws, regulations, requirements and rules, such alterations will be made at the sole cost and expense of the Lessor.

(b) Lessee shall not make any alteration, improvement or addition to any Car without the prior written consent of Lessor thereto which shall not be unreasonably withheld and all such additions which are removable may be so removed by Lessee upon termination of this Lease. All permitted alterations, improvements, and additions shall be made at Lessee's sole cost and shall be for the account of the Lessee.

(c) Lessee shall be responsible for the damage to or destruction occurring to any Car while on its trackage, ordinary wear and tear excepted. Lessee shall pass through to Lessor any settlement received by it as the result of any damage to or destruction of a Car occurring while on the trackage of others. All settlements for damage to or destruction of any Car occurring on or off Lessee's property shall be in accordance with and on at least as favorable terms as those set forth in the Field Manual of the AAR Interchange Rules, and shall be in U.S. Dollars. Settlements for damaged or destroyed Cars shall be in accordance with AAR Rule 107 and payable in U.S. Dollars.

(d) Property taxes on the Cars will be paid by the CNW.

(e) The parties acknowledge that Lessee intends to be self-insured as to the Cars during the term of this Agreement. Should Lessee carry any insurance policies covering the Cars, Lessor shall be named an additional insured.

(f) When a Car becomes heavy bad ordered (heavy bad order is defined as requiring 20 or more man hours of labor per car), and the bad order is for the account of Lessor, the CNW agrees to:

(1) Notify Lessor of each heavy bad order by telephone, wire, or letter indicating date of damage.

(2) Give Lessor the opportunity to seek repair of the Car at a location other than the CNW, with CNW having the option to repair the Car at the same labor rate as offered by the repair location chosen by Lessor to make the repairs. Upon arrival of a Car at either a CNW repair facility or the Lessor designated repair facility, whichever is selected as specified above, abatement of rent will be handled as follows: (a) Abatement of rental for a Car shall commence when such car becomes heavy bad ordered, (b) Cars will be placed back on rental on the date required repairs are completed, (c) Any Car held in the shop by the CNW for over 90 (ninety) days will be placed back on rental on the 91st day unless the delay was caused by a shortage or delay for material, i.e. parts, paints, etc. beyond the control of CNW, and (d) Any Car held in a Lessor Shop under the same circumstances as stated in Section 2(c) will not be placed back on rental until the completion of the repairs.

(g) All costs of movements of Cars under Section (f) above of this Lease, including but not limited to line haul freight charges and switching charges, will be for the account of Lessor, with CNW using its best effort to assist in obtaining the lowest cost for Lessor. There will be no cost for movement while on the CNW. Lessor reserves the right to designate a shop on CNW.

5. Use of Cars

(a) So long as Lessee shall not be in default under this Lease and subject to the next sentence, Lessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Lease. Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement entered into in connection with the acquisition of the Cars, provided that Lessee shall not be required at any time to duplicate any of its obligations hereunder or to assume additional responsibilities due to the terms of any such financing agreement. Upon notice to Lessee from any such owner or secured party that an event of default has occurred and is continuing, such party may require that all rentals be paid directly to it or the Cars be returned to it. Lessee shall give Lessor at least 10 days' written notice thereof before complying herewith.

(b) It is presently anticipated that Lessee shall keep the Cars in assigned service for clean and non-corrosive loadings. Lessee shall not change such loadings by it without Lessor's consent. Lessee shall not be monetarily liable for any damage to a Car caused by loadings of other railroads.

(c) Lessee agrees that, to the extent it has physical possession or can control use of any Car, such Car shall be used and operated in compliance with the laws of the jurisdiction in which it is located and with all lawful acts, rules, regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of that Car, except that Lessee may in good faith and by appropriate proceedings or other reasonable manner, not jeopardizing the ownership, use or operation of that Car, contest the application of such act, rule, regulation or order at its expense. Lessee shall operate the Cars in accordance with its management practice as to railroad cars of its ownership.

(d) Lessee shall not directly or indirectly create or allow to exist any claim, lien, security interests, or encumbrance with respect to any Car, except for Permitted Encumbrances as herein defined and shall promptly discharge the same should it arise. Permitted Encumbrances shall mean liens for taxes, assessments or governmental charges for levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmens', repairmen's, or other like liens arising in the ordinary course of business and in each case, not delinquent. Provided, however, that the Lessee shall be under no obligation to pay or discharge any such claim, lien, security interest, or encumbrance so long as it is contesting in good faith and by appropriate legal proceedings such liens for taxes, assessments or governmental charges for levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics, workmen's, repairmen's, or other like liens arising in the ordinary course of business and in each case, not delinquent. Lessee's obligations hereunder shall not arise if any such claim, lien, security interest or encumbrance arose solely through the action or inaction of Lessor or any owner of the Cars or any other person, corporation, railroad company or government, whether federal, state, provincial or municipal.

6. Defaults and Remedies

(a) Any of the following events shall constitute an event of default:

(1) Nonpayment when due of any amount required to be paid by Lessee if such non payment shall continue for more than 5 days after written notice of such non payment from Lessor;

(2) Failure to promptly redeliver any car required to be returned to Lessor hereunder;

(3) Failure to cure a breach by Lessee of any material term covenant or condition within 30 days following notice by Lessor of such breach;

(4) Any act of insolvency or bankruptcy by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of debtors, or the filing of any such petition or action against Lessee not dismissed within 60 days;

(5) Appointment of any receiver or trustee to take possession of a substantial portion of Lessee's properties not set aside within 60 days;

(6) Levy upon, seizure, assignment, or sale of any Car, or the eminency of such an event; or

(7) Discontinuance of rail service on all of Lessee's trackage.

(b) Upon the occurrence of any event of default, Lessor may, at its option, terminate this Lease (which shall not release Lessee from any obligations incurred through such date or from thereafter paying rentals upon the Cars until they are returned to Lessor). In such an event, Lessor may proceed by any lawful means to recover damages for Lessee's breach (to include transportation and remarketing costs, reasonable attorney's fees and court costs and other expenses) and to take possession of the Cars whenever they are located free and clear of Lessee's interest.

7. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided, however, that Lessee shall have the right to sublease any of the Cars to its wholly owned affiliates, or may sublease, for a term not exceeding one year, to a responsible company as determined by the Lessee (without being released from the obligations hereunder). Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease.

(b) All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any Lease to Lessor or any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Lessor, provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and

quiet possession of the Cars. If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable to Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder upon any such assignment or sublease except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

8. Notices

Any notice required or permitted to be given in writing either by telex or mail, and if mailed, shall be sent, first-class postage prepaid, addressed as follows:

If to Lessor: Rex Leasing, Inc.
550 California Street
San Francisco, CA 94104
Attn: President

If to Lessee: Chicago and North Western Transportation Co.
165 North Canal Street
6th Floor
Chicago, Illinois 60606
Attn: Vice President-Equipment and Customer Service

Either party hereto may change the address to which notice is to be mailed by written notice thereof to the other.

9. Governing Law

The Lease shall be governed by and construed in accordance with the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

10. Miscellaneous

(a) This Lease shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns, except that Lessee may not assign this Lease or any of its rights hereunder without the prior written consent of the Lessor, which will not be unreasonably withheld.

(b) The waiver of any right accruing to any party by failure of that party to exercise that right in a given instance, or delay in exercising that right, shall not be deemed a waiver of that right in future instances of a similar nature or affect any other right, power or remedy available to that party.

(c) Nothing contained herein shall be construed in any way whatsoever so as to constitute or establish a partnership, joint venture or contract of employment between the parties hereto.

(d) It is understood that the Cars are primarily intended for grain service. If cleaning is necessary to make the Car fit for grain on the first trip after this Agreement is terminated, CNW will bear the cost.

(e) CNW shall not pay to Lessor or any third party any sums other than those due and owing Lessor as noted and agreed upon within this Lease, damage to any Cars caused or contributed to by CNW, and liability caused by misuse of Cars by CNW.

11. Payment

Remittances to Lessor by Lessee shall be made monthly, within 120 days following the end of the month in which such collections were earned.

12. Rentals

The Net Car Hire Earned (the "NCHE") per Car is defined as actual car hire collected for use of the Cars, including but not limited to mileage earnings, straight car hire and incentive car hire while off CNW's lines, minus Car Hire Rule 5 reclaims paid by the CNW and reclaims paid by CNW to other rail carriers that have purchased a portion of CNW's rail assets divided by the number of cars available for use in each calendar month. CNW shall not pay time and mileage charges to Lessor while the Cars are in the possession of CNW.

(a) Effective May 1, 1987 rental on the Cars listed on Schedule "A" (the "Schedule A Cars") shall be a minimum of no less than \$200 per Car per month on an aggregate basis. Any NCHE over \$200 per Car per month earned by the Schedule A Cars in aggregate will be shared 70% to the CNW and 30% to Lessor. Should the Schedule A Cars not earn \$200 in NCHE for a given month and the CNW have paid to Lessor \$200 per car per month for each Schedule A Car, the CNW will be allowed to use any monies over the \$200 in NCHE earned in the following month or months to make up its deficiency before the aforesaid 70%/30% NCHE division begins.

To exemplify the above rental rate, we will cite hereunder various examples as follows:

- Month One: The Cars earn \$300 in NCHE. (Using one Car in lieu of an aggregate figure for all the Cars) Lessor receives its guaranteed \$200 and Lessor receives 30% or \$30, and the CNW receives 70% or \$70 of the excess \$100, i.e. Lessor \$230, and CNW \$70.
- Month Two: The Cars earn \$100 in NCHE, Lessor receives \$200, CNW nothing, no split.
- Month Three: The Cars earn \$300 in NCHE, Lessor receives \$200, CNW receives \$100 to make up the shortfall as indicated in Month Two.
- Month Four: The Cars earn \$400 in NCHE, Lessor \$200, Lessor \$60 or 30% of the excess \$200 and the CNW \$140.
- Month Five: The Car earned \$100 in NCHE, Lessor earns \$200, CNW nothing, no split.
- Month Six: The Cars earn \$400 in NCHE, Lessor earns \$200, CNW earns \$100 due from Month Five, CNW earns 70% of additional \$100 or \$70 and Lessor earns 30% of additional \$100 or \$30, i.e. Lessor earns \$230, CNW earns \$170.

These figures close at the end of each calendar year and are not continued into the following year.

(b) Effective May 1, 1987 through and including December 31, 1987 rental on the Cars listed on Schedule "B" (the "Schedule B Cars") shall be a minimum of \$100 per Car per month on an aggregate basis. The second \$100 of NCHE per Car per month will go to the CNW. NCHE over \$200 will be shared 70% to the CNW and 30% to Lessor.

Month One: The Cars earn \$200 in NCHE, \$100 for Lessor, \$100 for CNW.

Month Two: The Cars earn \$100 in NCHE -- all to Lessor.

Month Three: The Cars earn \$400 in NCHE - \$100 Lessor; \$100 CNW, \$100 to CNW for deficiency of Month Two 30% of remaining \$100 or \$30 to Lessor and 70% of that remaining \$100 to CNW or \$70 to CNW, i.e. Lessor \$130, CNW \$270.

(c) Effective July 1, 1992 through and including December 31, 1992, all Cars will earn the minimum \$231 per Car per month on an aggregate basis. (See illustration contained in Section 12(a), except that the minimum is \$231.) These payments will be made on the aggregate 619 Cars less any that have been removed from the Lease pursuant to Paragraph 3. Paragraph 12(b) will no longer be in effect.

(d) In years six and seven, i.e. January 1, 1993 through December 31, 1994, the rental on the Cars will be at a guaranteed \$251 per Car per month with a split of 80% to CNW 20% to Lessor for the

average. All illustrations previously used concerning the \$200 car minimum shall apply, the only change being the minimum of \$251 and the change of percentage to 80% CNW, 20% to Lessor. Ninety (90) days prior to the end of year five or no later than October 1, 1992, the CNW has by written notice a one-way option to terminate this Lease. Should this notice not be received, the Lease will continue for years six and seven, i.e. January 1, 1993 through December 31, 1994. Should CNW not accept the extensions for the years 1993 and 1994, the CNW will have the right of first refusal in matching any bona fide offer for these Cars by any other potential Lessee. CNW must exercise or decline to exercise such right of first refusal within 45 days of CNW's receipt from Lessor of the terms of such potential lease, unless the prospective lessee's offer as described by Lessor to CNW remains open for a shorter period, in which case CNW shall be bound by such shorter period provided Lessor has given CNW reasonable opportunity to respond.

(e) Assuming the Cars are still in the possession of the CNW through the lease period ending December 31, 1994, the Lease rate for 1995 will be the same as 1994. Written notice must be received prior to October 1, 1994 should the CNW not wish to continue for the eighth year or 1995. Should written notice not be received, the Lease again will continue in effect for the year 1995. However, due to the fact that some Management Agreements may expire during the year 1995, Lessor will be allowed to terminate the Lease with respect to those Cars under Management Agreements that expire during 1995 effective on the date of expiration of such applicable Management Agreement. Should the CNW not opt to renew for 1995, it again has the right of first refusal to match any bona fide offer for that period of time by any other potential lessee. CNW must exercise or decline to exercise such right of first refusal within 45 days of CNW's receipt from Lessor of the terms of such potential lease, unless the prospective lessee's offer as described by Lessor to CNW remains open for a shorter period, in which case CNW shall be bound by such shorter period provided Lessor has given CNW reasonable opportunity to respond.

13. CNW Purchase Rights

In addition to CNW's rights to substitution of Cars as provided in Paragraph 3, Lessor agrees that in the event that Lessor or a Lessor covered hopper car Investor desires to sell Cars which Lessor or its Investor may own or which Lessor or its Investor has the right or option to purchase: (i) During the duration of this Lease, CNW shall be granted the option to purchase any or all such Cars as and when they become available for such purchase at a price not to exceed the lowest bona fide offer acceptable to Lessor or its Investor and (ii) for one year after the end of the duration of this Lease, CNW shall be granted the option to purchase any or all of the remaining Cars as and when they become available for purchase at a price not to exceed the lowest bona fide offer acceptable to Lessor or its Investor. During the duration of this Lease and for the one year period after the end of the duration of this Lease, providing Lessor either owns or is still managing the Cars, CNW must exercise its option to purchase any or all of the Cars by

written reply to Lessor within forty-five (45) days of CNW's receipt of notice from Lessor that such Cars are available for such purchase, unless the purchase offer as described by Lessor to CNW remains open for a shorter period, in which case CNW must exercise its option within such shorter period provided Lessor has given CNW reasonable opportunity to respond.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first written above.

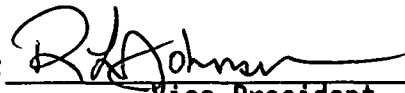
CORPORATE SEAL

Attest:


ASSISTANT SECRETARY

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By:



Vice President -

Title: Equipment & Customer Service

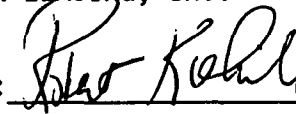
CORPORATE SEAL

Attest:


Assistant Secretary

REX LEASING, INC.

By:



Title: Vice President

SCHEDULE "A"

CNW 182733 through CNW 182932, inclusive

SCHEDULE "B"

CNW 182933 through CNW 183000, inclusive

CNW 463001 through CNW 463025, inclusive

CNW 470030 through CNW 470159, inclusive

SCHEDULE "B"

CNW 460070	CNW 460128	CNW 460228	CNW 460287	CNW 460347	CNW 460403
CNW 460071	CNW 460129	CNW 460229	CNW 460289	CNW 460349	CNW 460404
CNW 460072	CNW 460130	CNW 460230	CNW 460291	CNW 460350	CNW 460405
CNW 460073	CNW 460131	CNW 460231	CNW 460292	CNW 460351	CNW 460406
CNW 460074	CNW 460133	CNW 460235	CNW 460294	CNW 460352	CNW 460407
CNW 460075	CNW 460134	CNW 460236	CNW 460296	CNW 460353	CNW 460408
CNW 460076	CNW 460135	CNW 460238	CNW 460297	CNW 460355	CNW 460409
CNW 460078	CNW 460136	CNW 460239	CNW 460298	CNW 460356	CNW 460410
CNW 460079	CNW 460137	CNW 460240	CNW 460299	CNW 460357	CNW 460411
CNW 460080	CNW 460138	CNW 460241	CNW 460301	CNW 460359	CNW 460412
CNW 460081	CNW 460139	CNW 460242	CNW 460302	CNW 460360	CNW 460413
CNW 460082	CNW 460185	CNW 460243	CNW 460303	CNW 460361	CNW 460414
CNW 460083	CNW 460186	CNW 460244	CNW 460304	CNW 460362	CNW 460415
CNW 460084	CNW 460187	CNW 460246	CNW 460305	CNW 460363	CNW 460417
CNW 460085	CNW 460188	CNW 460247	CNW 460306	CNW 460364	CNW 460418
CNW 460086	CNW 460189	CNW 460248	CNW 460307	CNW 460365	CNW 460419
CNW 460087	CNW 460190	CNW 460249	CNW 460308	CNW 460366	CNW 460420
CNW 460089	CNW 460191	CNW 460250	CNW 460309	CNW 460367	CNW 460421
CNW 460090	CNW 460192	CNW 460251	CNW 460310	CNW 460369	CNW 460422
CNW 460091	CNW 460194	CNW 460252	CNW 460311	CNW 460370	CNW 460423
CNW 460092	CNW 460196	CNW 460254	CNW 460312	CNW 460371	CNW 460424
CNW 460093	CNW 460197	CNW 460255	CNW 460313	CNW 460373	CNW 460425
CNW 460095	CNW 460198	CNW 460256	CNW 460314	CNW 460375	CNW 460427
CNW 460096	CNW 460199	CNW 460257	CNW 460315	CNW 460376	CNW 460428
CNW 460098	CNW 460200	CNW 460258	CNW 460316	CNW 460377	CNW 460429
CNW 460099	CNW 460201	CNW 460259	CNW 460317	CNW 460378	CNW 460430
CNW 460100	CNW 460202	CNW 460260	CNW 460318	CNW 460379	CNW 460431
CNW 460101	CNW 460204	CNW 460261	CNW 460319	CNW 460381	CNW 460432
CNW 460102	CNW 460205	CNW 460262	CNW 460320	CNW 460382	CNW 460434
CNW 460104	CNW 460207	CNW 460263	CNW 460321	CNW 460383	CNW 460435
CNW 460105	CNW 460208	CNW 460264	CNW 460322	CNW 460384	CNW 460436
CNW 460106	CNW 460209	CNW 460265	CNW 460324	CNW 460385	CNW 460437
CNW 460108	CNW 460210	CNW 460266	CNW 460326	CNW 460386	CNW 460438
CNW 460110	CNW 460211	CNW 460267	CNW 460327	CNW 460387	CNW 460439
CNW 460111	CNW 460212	CNW 460268	CNW 460328	CNW 460388	CNW 460440
CNW 460113	CNW 460213	CNW 460269	CNW 460329	CNW 460389	CNW 460441
CNW 460114	CNW 460215	CNW 460270	CNW 460331	CNW 460390	CNW 460442
CNW 460115	CNW 460216	CNW 460271	CNW 460332	CNW 460391	CNW 460443
CNW 460116	CNW 460217	CNW 460274	CNW 460333	CNW 460392	CNW 460444
CNW 460117	CNW 460218	CNW 460276	CNW 460335	CNW 460393	CNW 460445
CNW 460118	CNW 460220	CNW 460277	CNW 460336	CNW 460394	CNW 460446
CNW 460119	CNW 460221	CNW 460278	CNW 460337	CNW 460395	
CNW 460120	CNW 460222	CNW 460279	CNW 460338	CNW 460396	
CNW 460121	CNW 460223	CNW 460281	CNW 460339	CNW 460397	
CNW 460123	CNW 460224	CNW 460282	CNW 460342	CNW 460398	
CNW 460124	CNW 460225	CNW 460284	CNW 460344	CNW 460400	
CNW 460125	CNW 460226	CNW 460285	CNW 460345	CNW 460401	
CNW 460126	CNW 460227	CNW 460286	CNW 460346	CNW 460402	

SCHEDULE "C"

CNW 182744
CNW 182781
CNW 182787
CNW 182793
CNW 182802
CNW 182849
CNW 182853
CNW 182854
CNW 182865
CNW 182867
CNW 182933
CNW 182945
CNW 182958
CNW 182978
CNW 182999
CNW 183000
CNW 460070
CNW 460072
CNW 460074
CNW 460082
CNW 460086
CNW 460100
CNW 460197
CNW 460211
CNW 460285
CNW 460289
CNW 460309
CNW 460322
CNW 460350
CNW 460353
CNW 460376
CNW 460395
CNW 460431
CNW 463011
CNW 470031

CNW 470041
CNW 470051
CNW 470052
CNW 470053
CNW 470057
CNW 470060
CNW 470084
CNW 470093
CNW 470113
CNW 470135
CNW 470136
CNW 470148
CNW 470154
CNW 470158
CNW 182750
CNW 182887
CNW 182900
CNW 460116
CNW 460129
CNW 460321

55 CARS

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	182733	C113
CNW	182734	C113
CNW	182736	C113
CNW	182737	C113
CNW	182739	C113
CNW	182741	C113
CNW	182742	C113
CNW	182743	C113
CNW	182745	C113
CNW	182746	C113
CNW	182747	C113
CNW	182748	C113
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CNW	182761	C113
CNW	182763	C113
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CNW	182766	C113
CNW	182767	C113
CNW	182768	C113
CNW	182769	C113
CNW	182770	C113
CNW	182771	C113
CNW	182772	C113
CNW	182773	C113
CNW	182774	C113
CNW	182775	C113
CNW	182776	C113
CNW	182777	C113
CNW	182778	C113
CNW	182779	C113
CNW	182782	C113
CNW	182784	C113
CNW	182785	C113
CNW	182786	C113
CNW	182788	C113
CNW	182790	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	182791	C113
CNW	182792	C113
CNW	182794	C113
CNW	182795	C113
CNW	182797	C113
CNW	182798	C113
CNW	182799	C113
CNW	182800	C113
CNW	182801	C113
CNW	182803	C113
CNW	182804	C113
CNW	182805	C113
CNW	182807	C113
CNW	182808	C113
CNW	182809	C113
CNW	182810	C113
CNW	182811	C113
CNW	182812	C113
CNW	182813	C113
CNW	182814	C113
CNW	182815	C113
CNW	182816	C113
CNW	182817	C113
CNW	182818	C113
CNW	182819	C113
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CNW	182821	C113
CNW	182822	C113
CNW	182823	C113
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CNW	182827	C113
CNW	182828	C113
CNW	182829	C113
CNW	182830	C113
CNW	182831	C113
CNW	182832	C113
CNW	182833	C113
CNW	182834	C113
CNW	182835	C113
CNW	182836	C113
CNW	182837	C113
CNW	182838	C113
CNW	182839	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	182840	C113
CNW	182841	C113
CNW	182843	C113
CNW	182845	C113
CNW	182846	C113
CNW	182847	C113
CNW	182848	C113
CNW	182851	C113
CNW	182852	C113
CNW	182855	C113
CNW	182856	C113
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CNW	182859	C113
CNW	182860	C113
CNW	182861	C113
CNW	182862	C113
CNW	182863	C113
CNW	182864	C113
CNW	182866	C113
CNW	182868	C113
CNW	182869	C113
CNW	182870	C113
CNW	182871	C113
CNW	182873	C113
CNW	182874	C113
CNW	182875	C113
CNW	182876	C113
CNW	182877	C113
CNW	182878	C113
CNW	182879	C113
CNW	182881	C113
CNW	182882	C113
CNW	182885	C113
CNW	182886	C113
CNW	182888	C113
CNW	182889	C113
CNW	182890	C113
CNW	182891	C113
CNW	182892	C113
CNW	182893	C113
CNW	182894	C113
CNW	182896	C113
CNW	182898	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	182899	C113
CNW	182901	C113
CNW	182902	C113
CNW	182903	C113
CNW	182904	C113
CNW	182905	C113
CNW	182907	C113
CNW	182908	C113
CNW	182909	C113
CNW	182910	C113
CNW	182911	C113
CNW	182912	C113
CNW	182913	C113
CNW	182914	C113
CNW	182915	C113
CNW	182916	C113
CNW	182917	C113
CNW	182918	C113
CNW	182919	C113
CNW	182920	C113
CNW	182921	C113
CNW	182922	C113
CNW	182923	C113
CNW	182924	C113
CNW	182925	C113
CNW	182926	C113
CNW	182927	C113
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CNW	182929	C113
CNW	182930	C113
CNW	182931	C113
CNW	182932	C113
CNW	182935	C113
CNW	182936	C113
CNW	182938	C113
CNW	182939	C113
CNW	182940	C113
CNW	182941	C113
CNW	182942	C113
CNW	182943	C113
CNW	182944	C113
CNW	182946	C113
CNW	182947	C113
CNW	182948	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	182949	C113
CNW	182950	C113
CNW	182951	C113
CNW	182952	C113
CNW	182953	C113
CNW	182954	C113
CNW	182955	C113
CNW	182956	C113
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CNW	182961	C113
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CNW	182967	C113
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CNW	182969	C113
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CNW	182972	C113
CNW	182973	C113
CNW	182974	C113
CNW	182975	C113
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CNW	182979	C113
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CNW	182984	C113
CNW	182985	C113
CNW	182986	C113
CNW	182987	C113
CNW	182988	C113
CNW	182989	C113
CNW	182991	C113
CNW	182992	C113
CNW	182993	C113
CNW	182994	C113
CNW	182995	C113
CNW	182996	C113
CNW	182997	C113
CNW	460071	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	460073	C113
CNW	460075	C113
CNW	460078	C113
CNW	460079	C113
CNW	460080	C113
CNW	460081	C113
CNW	460084	C113
CNW	460085	C113
CNW	460089	C113
CNW	460090	C113
CNW	460091	C113
CNW	460092	C113
CNW	460093	C113
CNW	460096	C113
CNW	460098	C113
CNW	460101	C113
CNW	460102	C113
CNW	460105	C113
CNW	460106	C113
CNW	460108	C113
CNW	460110	C113
CNW	460111	C113
CNW	460113	C113
CNW	460114	C113
CNW	460115	C113
CNW	460117	C113
CNW	460118	C113
CNW	460120	C113
CNW	460121	C113
CNW	460123	C113
CNW	460124	C113
CNW	460125	C113
CNW	460126	C113
CNW	460128	C113
CNW	460130	C113
CNW	460131	C113
CNW	460133	C113
CNW	460134	C113
CNW	460135	C113
CNW	460136	C113
CNW	460137	C113
CNW	460138	C113
CNW	460139	C113
CNW	460185	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	460186	C113
CNW	460187	C113
CNW	460188	C113
CNW	460189	C113
CNW	460190	C113
CNW	460191	C113
CNW	460192	C113
CNW	460194	C113
CNW	460196	C113
CNW	460198	C113
CNW	460199	C113
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CNW	460204	C113
CNW	460205	C113
CNW	460207	C113
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CNW	460212	C113
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CNW	460235	C113
CNW	460236	C113
CNW	460238	C113
CNW	460241	C113
CNW	460242	C113
CNW	460243	C113
CNW	460244	C113
CNW	460246	C113
CNW	460247	C113
CNW	460248	C113
CNW	460250	C113
CNW	460251	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	460252	C113
CNW	460254	C113
CNW	460255	C113
CNW	460256	C113
CNW	460257	C113
CNW	460258	C113
CNW	460259	C113
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CNW	460277	C113
CNW	460278	C113
CNW	460279	C113
CNW	460281	C113
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CNW	460284	C113
CNW	460286	C113
CNW	460287	C113
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CNW	460297	C113
CNW	460298	C113
CNW	460299	C113
CNW	460301	C113
CNW	460302	C113
CNW	460303	C113
CNW	460304	C113
CNW	460305	C113
CNW	460306	C113
CNW	460307	C113
CNW	460308	C113
CNW	460310	C113
CNW	460314	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	460315	C113
CNW	460316	C113
CNW	460317	C113
CNW	460318	C113
CNW	460319	C113
CNW	460320	C113
CNW	460326	C113
CNW	460327	C113
CNW	460328	C113
CNW	460329	C113
CNW	460331	C113
CNW	460333	C113
CNW	460335	C113
CNW	460336	C113
CNW	460337	C113
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CNW	460339	C113
CNW	460342	C113
CNW	460344	C113
CNW	460345	C113
CNW	460346	C113
CNW	460347	C113
CNW	460349	C113
CNW	460351	C113
CNW	460352	C113
CNW	460355	C113
CNW	460356	C113
CNW	460357	C113
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CNW	460362	C113
CNW	460363	C113
CNW	460365	C113
CNW	460370	C113
CNW	460371	C113
CNW	460373	C113
CNW	460375	C113
CNW	460377	C113
CNW	460378	C113
CNW	460379	C113
CNW	460381	C113
CNW	460382	C113
CNW	460384	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	460385	C113
CNW	460386	C113
CNW	460388	C113
CNW	460389	C113
CNW	460391	C113
CNW	460392	C113
CNW	460394	C113
CNW	460396	C113
CNW	460397	C113
CNW	460400	C113
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CNW	460413	C113
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CNW	460429	C113
CNW	460430	C113
CNW	460432	C113
CNW	460434	C113
CNW	460435	C113
CNW	460436	C113
CNW	460438	C113
CNW	460439	C113
CNW	460441	C113
CNW	460442	C113
CNW	460443	C113
CNW	460444	C113
CNW	463001	C113
CNW	463002	C113
CNW	463003	C113
CNW	463004	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	463006	C113
CNW	463007	C113
CNW	463008	C113
CNW	463009	C113
CNW	463010	C113
CNW	463013	C113
CNW	463014	C113
CNW	463015	C113
CNW	463016	C113
CNW	463017	C113
CNW	463018	C113
CNW	463020	C113
CNW	463021	C113
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CNW	470050	C113
CNW	470054	C113
CNW	470055	C113
CNW	470056	C113
CNW	470058	C113
CNW	470059	C113
CNW	470061	C113
CNW	470062	C113
CNW	470063	C113
CNW	470064	C113
CNW	470065	C113
CNW	470066	C113
CNW	470067	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	470068	C113
CNW	470069	C113
CNW	470070	C113
CNW	470071	C113
CNW	470072	C113
CNW	470073	C113
CNW	470074	C113
CNW	470075	C113
CNW	470076	C113
CNW	470077	C113
CNW	470078	C113
CNW	470079	C113
CNW	470080	C113
CNW	470081	C113
CNW	470082	C113
CNW	470083	C113
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CNW	470088	C113
CNW	470089	C113
CNW	470090	C113
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CNW	470094	C113
CNW	470095	C113
CNW	470096	C113
CNW	470097	C113
CNW	470098	C113
CNW	470099	C113
CNW	470100	C113
CNW	470101	C113
CNW	470102	C113
CNW	470103	C113
CNW	470105	C113
CNW	470107	C113
CNW	470108	C113
CNW	470109	C113
CNW	470110	C113
CNW	470111	C113
CNW	470112	C113
CNW	470114	C113
CNW	470115	C113
CNW	470116	C113

SCHEDULE D

<u>Lessee</u>	<u>Car #</u>	<u>Car Type</u>
CNW	470117	C113
CNW	470118	C113
CNW	470119	C113
CNW	470120	C113
CNW	470121	C113
CNW	470122	C113
CNW	470123	C113
CNW	470124	C113
CNW	470125	C113
CNW	470126	C113
CNW	470127	C113
CNW	470128	C113
CNW	470129	C113
CNW	470130	C113
CNW	470131	C113
CNW	470132	C113
CNW	470133	C113
CNW	470134	C113
CNW	470137	C113
CNW	470138	C113
CNW	470139	C113
CNW	470141	C113
CNW	470142	C113
CNW	470143	C113
CNW	470144	C113
CNW	470145	C113
CNW	470146	C113
CNW	470147	C113
CNW	470149	C113
CNW	470150	C113
CNW	470151	C113
CNW	470152	C113
CNW	470153	C113
CNW	470156	C113
CNW	470157	C113
CNW	470159	C113
Count	564	

